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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**verizon**

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October 30, 2000

**Ex Parte**

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> St., S.W. – Portals  
Washington, DC 20554

RE: Application by Verizon New England Inc., et al., for Authorization To Provide In-Region,  
InterLATA Services in Massachusetts, Docket No. 00-176

Dear Ms. Salas:

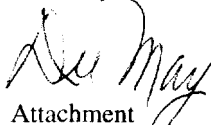
At the request of the Commission's Staff, Verizon met by telephone on October 27, 2000, with members of the CCB and the Cable Bureau at their request. Attending from the CCB were C. Pabo and S. Cameron. The Cable Bureau representative was C. King. Attending from Verizon were K. Zacharia, G. Harrington, J. Pachulski, V. DeSantis and me. During the call, Verizon addressed the following issues:

1. The steps involved in conducting a field survey for a pole attachment application;
2. The steps involved in performing make ready work for pole attachments, including cable rearrangements and pole changeouts;
3. The costs recovered by Verizon for surveys and make ready work;
4. The status and schedule of RCN's pole attachment applications for Quincy, Massachusetts; and
5. Verizon's compliance with the pole attachment requirements issued by the Massachusetts Department of Telecommunications and Energy and the Federal Communications Commission.

At the request of staff we will address the details of the discussion in our replies that will be filed on Friday. Material discussed on the call is attached. The twenty-page limit does not apply as set forth in DA 00-2159.

Please feel free to contact me with any questions.

Sincerely,

  
Attachment

cc: K. Parroba  
K. Costello  
E. Einhorn  
C. King  
S. Pie  
C. Pabo

No. of Copies rec'd 07/  
List A B C D E

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY**

**COMMONWEALTH OF MASSACHUSETTS**

**D.T.E. 99-271**

**Respondent:** Gloria Harrington

**Title:** Manager

**REQUEST:** Department of Telecommunications and Energy, Set #4

**DATED:** June 22, 2000

**ITEM:** DTE-NECTA 4-11 Please provide copies of collective bargaining agreements that purportedly impede BA's ability to allow attaching parties to retain their own contractors to do work on BA owned or controlled poles, conduits and rights of way.

**REPLY:** There are no restrictions in the New England / IBEW labor agreement impeding CLECs from utilizing their choice of workforce when performing work on CLEC-owned facilities.

The New England / IBEW labor agreement precludes the Company from contracting out work normally performed by BA-MA's Splice-Service Technicians or Outside Plant Technicians; Memorandum of Agreement - Contract Work, included in the attachment except in case of emergency conditions or where the Company does not own the equipment necessary to do the work or during limited periods of unusual load conditions where the Company's ability to meet its service commitment is in jeopardy and where the existing work force cannot meet these needs after the use of overtime and available temporary transfers have not alleviated the situation. This includes work on BA-MA owned or controlled poles, conduits and rights of way.

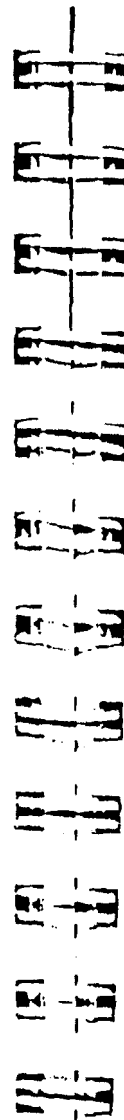
NET# 752

## Memorandum of Agreement Contract Work

The Company and the Union agree to the following procedures regarding the assignment of work associated with the Outside Plant Technician and Splice-Service Technician job titles.

1. Line management and the Business Managers should discuss force and load requirements. Each Director will meet periodically with the appropriate Business Manager(s) to review these requirements, at either parties request.
2. The Company's intention is to utilize its employees to perform work associated with the Outside Plant Technician and Splice-Service Technician job titles. Both parties agree that the use of temporary employees will be considered as an alternative to contracting.
3. The Company and the Union recognize that under the following conditions work may be contracted out:
  - a. When emergency conditions exist, as described in Article P3.06, and it is necessary to supplement the existing Outside Plant Technician and Splice-Service Technician work force, then the following procedures will apply in order of priority:
    - Assistance will be requested from New York Telephone Company.
    - Assistance will be requested from other Bell Atlantic Companies.
    - Work will be contracted out as required.
  - b. Where the Company does not own the equipment necessary to do the work and it would not be economic to acquire. (Example: Existing motor vehicle situation.)
  - c. During limited periods of unusual load requirements, where the Company's ability to meet its service commitments is in jeopardy and where the existing work force cannot meet these needs after the use of overtime and available temporary transfers have not alleviated the situation.

When the above conditions exist, the Director(s) will notify the Business Manager(s) involved and will review the situation and give full consideration to other alternatives before contractors are hired.



4. The Company will maintain its established policies of contracting out work not customarily performed by Company employees, such as:
  - a. Blasting
  - b. Cable Mark-Out
  - c. Conduit and Manhole Work (Installation and Repair)
  - d. Placement of Buried Cable
  - e. Tree-trimming
5. With respect to disputes arising out of this agreement, the Union may submit a grievance directly to step three (3) of the grievance procedure as described in Article G8.01 of the Labor Agreement within ten (10) days of the action giving rise to the dispute. If the dispute is still unresolved, the Union may appeal to arbitration if the Company receives notice of such appeal within thirty (30) days after conclusion of the grievance procedure. Arbitration shall proceed in accordance with Article G9 of the Labor Agreement.

The Company shall agree to substitute this case for an existing scheduled case at the Union's request, in an effort to expedite the process.